UNOFFICIAL COPY

AMENDMENT TO THE
DECLARATION OF
CONDOMINIUM
OWNERSHIP AND BYLAWS, EASEMENTS,
RESTRICTION AND
COVENANTS FOR THE
STERLING
CONDOMINIUMS



Doc#: 1612316001 Fee: \$60.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 05/02/2016 09:46 AM Pg: 1 of 12

ror use by Recorder's Office only

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and By-Laws, Easements, Restriction and Covenants (hereafter referred to as "Declaration") for Sterling Condominiums (hereafter referred to as "Association") which Declaration was recorded on March 19, 2003 as Document No. 0030359283 in the Office of the Recorder of Deeds of Cook County, Uniois, against the property (hereafter referred to as "Property") legally described in Exhibit "A" attached hereto.

This amendment is adopted pursuant to the provisions of Section 27(b)(1) of the Illinois Condominium Property Act (the "Act"), 765 ILCS 605/27. This section of the Act provides that, where there is an omission or error in the Declaration. By-Laws or other condominium instruments, the Association may correct the error or omission by an amendment in order to conform the instrument with the provisions of the Act. The amendment may be adopted by a vote of two-thirds (2/3) of the members of the Board of Managers wiless the Board of Managers' action is rejected by a majority of the votes of the unit owners at a referring of the unit owners duly called for that purpose pursuant to a written petition of the unit owners having twenty percent of the votes of the Association filed within thirty (30) days after the action of the Board of Managers to approve the amendment.

RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been submitted to the provisions of the Act; and

This document prepared by and after recording to be returned to:

ROBERT B. KOGEN

Kovitz Shifrin Nesbit 175 North Archer Avenue Mundelein, IL 60060 – 847/537-0500

CSTE002:00100\2610605.1

BM

1612316001 Page: 2 of 12

UNOFFICIAL COPY

WHEREAS, provisions of the Act establish certain requirements which the Association is required by law to follow, and with which the present Declaration is in conflict; and

WHEREAS, because of this conflict between the language of the Declaration and the Act, there is the likelihood that confusion, illegal action, or litigation could result imposing needless financial expense on the Association and individual unit owners and possibly also calling into question the validity of actions of the Board of Managers of the Association; and

WHEREAS, Section 27(b)(1) of the Act provides a procedure for amending the Declaration to correct omissions and other errors in the Declaration; and

WHERFAS, this amendment to the Declaration was approved by at least two-thirds (2/3) of the members of the Board of Managers of the Association at a duly called meeting held January 11, 2010; ar.i

WHEREAS, the Foard of Managers of the Association has given written notice of its action to all unit owners according to the procedures set forth in the Act; and

WHEREAS, the requisite number of unit owners failed to submit a written petition to the Board of Managers within thirty days of the Board of Managers' action, as provided by Section 27(b)(3) of the Act;

NOW, THEREFORE, the Association bereby declares that Article VI of the Declaration be and is hereby amended as follows (additions in text are indicated by underline and deletions are indicated by strike-out):

1. Fire and Hazard insurance. The Board of Mapagers shall acquire, as a common expense, a policy or policies of insurance insuring the Common Elements and the Units against loss or damage from fire, lightening and other hazards contained in the customary fire and extended coverage policy, together with, vandalism and malicious ruschief endorsements, for the full (100%) current replacement cost of the Common Elements and insurance of the Board. The proceeds of such policies shall be payable to the members of the Board, as trustees for each of the Unit owners in the percentages established in Exhibit 15.7

All said policies of insurance (1) shall contain standard mortgage clause elver sements in favor of the mortgagee or mortgagees of each Unit, if any, as their respective interest may appear, (2) shall provide that the insurance, as to the interest of the Board, shall not be invalidated by any act or neglect of any Unit owners, (3) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a eash settlement therefore, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act, (4) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days' prior written notice to the mortgagee of each Unit, (5) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the Association or its officers, members of the Board, the Declarant, the Developer, the managing agent, if any, and their respective employees and agents and

1612316001 Page: 3 of 12

UNOFFICIAL COPY

the Unit Owners and Occupants, and (6) shall contain a "Replacement Cost Endorsement." The proceeds of such insurance shall be applied by the Board, or by the corporate trustee or agent on behalf of the Board, for the reconstruction of the Building or shall be otherwise disposed of in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions of the Act with respect to the application of insurance proceeds to reconstruction of the Building. The Board may engage the services of, and such insurance may be payable to, a bank or trust company authorized to execute and accept trusts in Illinois to act as an Insurance Trustee, or as Agent or Depository as an alternative to Insurance trustee, e a Agent or Depository as an alternative to acting as Trustee, and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine, consistent with the provisions of this Declaration. The fees of such bank or trust company shall be common expenses.

In the event of in excess of \$5,000.00 in the aggregate, at the Board's discretion the Board shall solicit bids for reconstruction work for repairs from reputable contractors.

Payment by an insurance example to the Board or to such corporate trustee or agent of the proceeds of any policy, and the receipt of release from the Board or such corporate trustee or agent of the company's liability under such policy. Shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust or agency agreement under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

Each Unit Owner shall inform the Board in writing of addit ons, alterations or improvements made by said Unit Owner to his Unit and the value thereof, which value of the included in the full replacement insurable cost for insurance purposes. Any increased premium charge therefor shall be assessed to that Unit Owner under the provisions of Section 9 of the Act. If a Unit Owner fails to inform the Board as provided above and a penalty is assessed in the adjustment of loss statement, the Unit Owner shall be responsible for such penalty.

- 2. Appraisal. The full, insurable replacement cost of the Property, including the Units and Common Elements, shall be determined from time to time (but not less frequently than once in any twelve month period) by the Board, The Board as it deems necessary in its sole discretion may obtain an appraisal by a reputable appraisal company as selected by the Board. The cost of such appraisal shall be a common expense.
- 3. Other Insurance. The Board shall have authority to and shall obtain insurance for the Property as follows:
- (a) Public Liability and Property Damage Insurance. The Board of Managers shall acquire, as a common expense, comprehensive public liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the property, in amounts deemed

CSTE002:00100\2610605.1

1612316001 Page: 4 of 12

UNOFFICIAL COPY

sufficient in the judgment of the Board of Managers, insuring the Developer and Unit Owners, individually and severally, the Board of Managers, the Unit Owner's Association, the Management Agent, and their respective employees, agents and all persons acting as agents. The Developer shall be included as an additional insured in his capacity as unit owner and board member. The Unit Owners shall be included as additional insured, but only with respect to that portion of the premises not reserved for their exclusive use. The insurance shall cover claims of one or more insured parties against other insured parties. The insurance shall contain a waiver of any rights to subrogation by the insuring company against any of the above named insured persons.

- (b) Directors and Officers Liability. Directors and Officers Liability Insurance in such amounts as the Board shall determine to be reasonable.
 - (c) Workmen's Compensation Insurance as required by local law
- (d) Miscellar cous Insurance. Such other insurance, which may include, without Jimitation, any or all of the following, in such amounts as the Board shall deem desirable and such other insurance as may be required a resuant to this Declaration; Errors and Omissions coverage for the directors of the Board; and Medical Payments coverage for members of the public (not Unit Owners) injured on the Property, without regard to liability of the Board or the Association.

The premiums for the above-described in grance and bond, except as otherwise provided in this Section, shall be Common Expenses.

- (a) Required coverage. No policy of insurance shall be issued or delivered to a condominium association, and no policy of insurance issued to une association shall be renewed, unless the insurance coverage under the policy includes the following:
- (1) Property insurance. Property insurance (i) on the common elements and the units, including the limited common elements and except as otherwise determined by the board of managers, the bare walls, floors, and ceilings of the unit, (ii) providing coverage, at the time the insurance is purchased and at each renewal date, in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage sufficient to rebuild the insured property in compliance with building code requirements subsequent to an insured loss, including: Coverage B, demolition costs; and Coverage C, increased cost of construction coverage. The combined total of Coverage B and Coverage C shall be no less than 10% of each insured building value, or \$500,000, whichever is less.
- (2) General liability insurance. Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the property in a minimum amount of \$1,000,000, or a greater amount deemed sufficient in the judgment of the board, insuring the board, the association, the management agent, and their respective employees and agents and all persons acting as agents. The unit owners must be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the common elements. The insurance must cover claims of one or more insured parties against other insured parties.
 - (3) Fidelity bond; directors and officers coverage.

1612316001 Page: 5 of 12

UNOFFICIAL COPY

- (A) The association must obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the association, for the maximum amount of coverage available to protect funds in the custody or control of the association, plus the association reserve fund.
- (B) All management companies that are responsible for the funds held or administered by the association must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond.
- (C) For purposes of paragraphs (A) and (B), the fidelity bond must be in the full amount of association funds and reserves in the custody of the association or the management company.
- at a level deemed regionable by the board, if not otherwise established by the declaration or bylaws. Directors and officers liability coverage must extend to all contracts and other actions taken by the board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or the declaration and bylaws of the association. The coverage required by this subparagraph (D) shall include, but not be limited to, coverage of: defense of non-monetary actions; defense of breach of contract; and defense of decisions related to the placement or adequacy of insurance. The coverage required by this subparagraph (D) shall include as an insured: past, present, and future toard members while acting in their capacity as members of the board of directors; the managing agent; and employees of the board of directors and the managing agent.
- (b) Contiguous units; improvements and better or ents. The insurance maintained under subdivision (a)(1) must include the units, the limited common elements except as otherwise determined by the board of managers, and the common elements. The insurance need not cover improvements and betterments to the units installed by unit owners, but if improvements and betterments are covered, any increased cost may be assessed by the association against the units affected.

Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual units initially installed by the developer. Common elements exclude floor, wall, and ceiling coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, built-in cabinets installed by unit owners, or any other additions, alterations, or upgrades installed or purchased by any unit owner.

- (c) Deductibles. The board of directors of the association may, in the case of a claim for damage to a unit or the common elements, (i) pay the deductible amount as a common expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the owners who caused the damage or from whose units the damage or cause of loss originated, or (iii) require the unit owners of the units affected to pay the deductible amount.
- (d) Other coverages. The declaration may require the association to carry any other insurance, including workers compensation, employment practices, environmental hazards, and

CSTE002:00100\2610605.1

UNOFFICIAL COPY

equipment breakdown, the board of directors considers appropriate to protect the association, the unit owners, or officers, directors, or agents of the association.

- (e) Insured parties; waiver of subrogation. Insurance policies carried pursuant to subsections (a) and (b) must include each of the following provisions:
- (1) Each unit owner and secured party is an insured person under the policy with respect to liability arising out of the unit owner's interest in the common elements or membership in the association.
- (2) The insurer waives its right to subrogation under the policy against any unit owner of the condominium or members of the unit owner's household and against the association and members of the board of directors.
- (3) The unit owner waives his or her right to subrogation under the association policy against the association and the board of directors.
- (f) Primary insurance. If at the time of a loss under the policy there is other insurance in the name of a unit owner covering the same property covered by the policy, the association's policy is primary insurance
- (g) Adjustment of losses, distribution of proceeds. Any loss covered by the property policy under subdivision (a)(1) must be adjusted by and with the association. The insurance proceeds for that loss must be payable to the association, or to an insurance trustee designated by the association for that purpose. The insurance trustee or the association must hold any insurance proceeds in trust for unit owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged common elements, the bare walls, ceilings, and floors of the units, and the traceive any portion of the proceeds unless there is a surplus of proceeds after the common elements and units have been completely repaired or restored or the association has been terminated as trustee.
- (h) Mandatory unit owner coverage. The board of directors may, under the declaration and bylaws or by rule, require condominium unit owners to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another unit caused by the negligence of the owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the unit. The personal liability of a unit owner or association member must include the deductible of the owner whose unit was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.
- (i) Certificates of insurance. Contractors and vendors (except public utilities) doing business with a condominium association under contracts exceeding \$10,000 per year must provide certificates of insurance naming the association, its board of directors, and its managing agent as additional insured parties.
- (j) Settlement of claims. Any insurer defending a liability claim against a condominium association must notify the association of the terms of the settlement no less than 10 days before settling the claim. The association may not veto the settlement unless otherwise provided by contract or statute.

1612316001 Page: 7 of 12

UNOFFICIAL COPY

(k) The changes to this Section made by this amendatory Act of the 98th General Assembly apply only to insurance policies issued or renewed on or after June 1, 2015.

The Declaration of Condominium for Sterling Condominium Association is hereby amended in accordance with the text as set forth in Exhibit "B", which is attached hereto and made a part hereof.

This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois.

Except as expressly provided in this amendment, the remaining provisions of the Declaration are hereby confirmed and ratified and shall continue in full force and effect without change.

1612316001 Page: 8 of 12

UNOFFICIAL COPY

EXHIBIT "A" <u>LEGAL DESCRIPTION</u>

Unit 950-G through 941-3E together with its undivided percentage interest in the common elements in the Sterling Condominium as delineated and defined in the Declaration recorded as Document No. 0030359283, as amended in Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Unit	Pin	Commonly known as (for informational purposes only)	
950-G	14-17-413-023-1001	950 W BELLE PLAINE AVE G CHICAGO, IL. 60613-2488	
950-1E	14-17-413-023-1002	950 W BELLE PLAINE AVE 1E CHICAGO, IL. 60613-2488	
950-1W	14-17-413-023-1003	950 W BELLE PLAINE AVE 1W CHICAGO, IL. 60613-5070	
950-2E	14-17-413-023-1004	950 W BELLE PLAINE AVE 2E CHICAGO, IL. 60613-5070	
950-2W	14-17-413-023-1005	950 W BELLE PLAINE AVE 2W CHICAGO, IL. 60613-5070	
950-3E	14-17-413 023-1006	950 W BELLE PLAINE AVE 3E CHICAGO, IL. 60613-5070	
950-3W	14-17-413-023-1007	950 W BELLE PLAINE AVE 3W CHICAGO, IL. 60613-5070	
954-G	14-17-413-025-1008	954 W BELLE PLAINE AVE G CHICAGO, IL. 60613-2169	
954-1E	14-17-413-023-1009	954 W BELLE PLAINE AVE 1E CHICAGO, IL. 60613-2169	
954-1W	14-17-413-023-1010	954 W BELLE PLAINE AVE 1W CHICAGO, IL. 60613-2169	
954-2E	14-17-413-023-1011	954 W BELLE PLAINE AVE 2E CHICAGO, IL. 60613-2169	
954-2W	14-17-413-023-1012	954 W BELLE PLAINE AVE 2W CHICAGO, IL. 60613-2169	
954-3E	14-17-413-023-1013	954 V. BELLE PLAINE AVE 3E CHICAGO, IL. 60613-2197	
954-3W	14-17-413-023-1014	954 W BFLLE PLAINE AVE 3W CHICAGO, IL. 60613-2169	
4101-GS	14-17-413-023-1015	4101 N SHERIDAN RD GS CHICAGO, IL. 60613-2023	
4101-GN	14-17-413-023-1016	4101 N SHEPIDAN RD GN CHICAGO, IL. 60613-2023	
4101-1S	14-17-413-023-1017	4101 N SHERIDAN RD 1S CHICAGO, IL. 60613-2023	
4101-1N	14-17-413-023-1018	4101 N SHERIDAN RD 1N CHICAGO, IL. 60613-2023	
4101-2S	14-17-413-023-1019	4101 N SHERIDAN RD 2S CHICAGO, IL. 60613-2023	
4101-2N	14-17-413-023-1020	4101 N SHERIDAN RIV2N CHICAGO, IL. 60613-2023	
4101-3S	14-17-413-023-1021	4101 N SHERIDAN RD 3S CHICAGO, IL. 60613-2023	
4101-3N	14-17-413-023-1022	4101 N SHERIDAN RD 3N CHV AGO, IL. 60613-2023	
4105-G	14-17-413-023-1023	4105 N SHERIDAN RD G CHICAGO, IL. 60613-2074	
4105-1S	14-17-413-023-1024	4105 N SHERIDAN RD 1S CHICAGO IL 60613-2074	
4105-1N	14-17-413-023-1025	4105 N SHERIDAN RD 1N CHICAGO, IL. 53613-2074	
4105-2S	14-17-413-023-1026	4105 N SHERIDAN RD 2S CHICAGO, IL. 50513-2074	
4105-2N	14-17-413-023-1027	4105 N SHERIDAN RD 2N CHICAGO, IL. 60613-2074	
4105-38	14-17-413-023-1028	4105 N SHERIDAN RD 3S CHICAGO, IL. 60613 2074	
4105-3N	14-17-413-023-1029	4105 N SHERIDAN RD 3N CHICAGO, IL. 60613-2074	
4107-G	14-17-413-023-1030	4107 N SHERIDAN RD G CHICAGO, IL. 60613-2075	
4107-1	14-17-413-023-1031	4107 N SHERIDAN RD 1 CHICAGO, IL. 60613-2075	
4107-2	14-17-413-023-1032	4107 N SHERIDAN RD 2 CHICAGO, IL. 60613-2075	
4107-3	14-17-413-023-1033	4107 N SHERIDAN RD 3 CHICAGO, IL. 60613-2075	
4109-1S	14-17-413-023-1034	4109 N SHERIDAN RD 1S CHICAGO, IL. 60613-2076	
4109-1N	14-17-413-023-1035	4109 N SHERIDAN RD 1N CHICAGO, IL. 60613-2076	
4109-2S	14-17-413-023-1036	4109 N SHERIDAN RD 2S CHICAGO, IL. 60613-2076	
4109-2N	14-17-413-023-1037	4109 N SHERIDAN RD 2N CHICAGO, IL. 60613-2076	
4109-3S	14-17-413-023-1038	4109 N SHERIDAN RD 3S CHICAGO, IL. 60613-2076	

1612316001 Page: 9 of 12

UNOFFICIAL COPY

Unit	Pin	Commonly known as (for informational purposes only)	
4109-3N	14-17-413-023-1039	4109 N SHERIDAN RD 3N CHICAGO, IL. 60613-2076	
4115-1	14-17-413-023-1040	4115 N SHERIDAN RD 1 CHICAGO, IL. 60613-2018	
4115-2	14-17-413-023-1041	4115 N SHERIDAN RD 2 CHICAGO, IL. 60613-2018	
4115-3	14-17-413-023-1042	4115 N SHERIDAN RD 3 CHICAGO, IL. 60613-2018	
4117-G	14-17-413-023-1043	4117 N SHERIDAN RD G CHICAGO, IL. 60613-2077	
4117-1S	14-17-413-023-1044	4117 N SHERIDAN RD 1S CHICAGO, IL. 60613-2077	
4117-1N	14-17-413-023-1045	4117 N SHERIDAN RD 1N CHICAGO, IL. 60613-2077	
4117-2S	14-17-413-023-1046	4117 N SHERIDAN RD 2S CHICAGO, IL. 60613-2077	
4117-2N	14-17-413-023-1047	4117 N SHERIDAN RD 2N CHICAGO, IL. 60613-2077	
4117-3S	14-17-413-023-1048	4117 N SHERIDAN RD 3S CHICAGO, IL. 60613-2077	
4117-3N	14-17-413-023-1049	4117 N SHERIDAN RD 3N CHICAGO, IL. 60613-2077	
4121-GS	14-17-413-023-1050	4121 N SHERIDAN RD GS CHICAGO, IL. 60613-2078	
4121-GN	14-1/4/2-023-1051	4121 N SHERIDAN RD GN CHICAGO, IL. 60613-2078	
4121-1S	14-17-413-623-1052	4121 N SHERIDAN RD 1S CHICAGO, IL. 60613-2078	
4121-1N	14-17-413-023-1053	4121 N SHERIDAN RD 1N CHICAGO, IL. 60613-2078	
4121-2S	14-17-413-023-1054	4121 N SHERIDAN RD 2S CHICAGO, IL. 60613-2078	
4121-2N	14-17-413-023-1055	4121 N SHERIDAN RD 2N CHICAGO, IL. 60613-2078	
4121-3S	14-17-413-023-1056	4121 N SHERIDAN RD 3S CHICAGO, IL. 60613-2078	
4121-3N	14-17-413-023-1057	4121 N SHERIDAN RD 3N CHICAGO, IL. 60613-2078	
945-GW	14-17-413-023-1058	945 W GORDON TER GW CHICAGO, IL. 60613-5752	
945-GE	14-17-413-023-1059	94: W GORDON TER GE CHICAGO, IL. 60613-5752	
945-1E	14-17-413-023-1060	945 V GORDON TER 1E CHICAGO, IL. 60613-2165	
945-1W	14-17-413-023-1061	945 W GORDON TER 1W CHICAGO, IL. 60613-2165	
945-2E	14-17-413-023-1062	945 W GOLDON TER 2E CHICAGO, IL. 60623-2165	
945-2W	14-17-413-023-1063	945 W GORDON TER 2W CHICAGO, IL. 60613-2165	
945-3E	14-17-413-023-1064	945 W GORDON 7 ER 3E CHICAGO, IL. 60613-2165	
945-3W	14-17-413-023-1065	945 W GORDON TER 3W CHICAGO, IL. 60613-2165	
941-GE	14-17-413-023-1066	941 W GORDON TER GF CHICAGO, IL. 60613-2167	
945-1W	14-17-413-023-1067	945 W GORDON TER 1W CHICAGO, IL. 60613-2165	
941-1E	14-17-413-023-1068	941 W GORDON TER 1E CHIC AGO, IL. 60613-2167	
941-2W	14-17-413-023-1069	941 W GORDON TER 2W CHICAGO, IL. 60613-2167	
941-2E	14-17-413-023-1070	941 W GORDON TER 2E CHICAGO, IL. 50613-2167	
941-3W	14-17-413-023-1071	941 W GORDON TER 3W CHICAGO, iL of 613-2167	
941-3E	14-17-413-023-1072	941 W GORDON TER 3E CHICAGO, IL. 60 613-2167	

1612316001 Page: 10 of 12

UNOFFICIAL COPY

	PRESIDENT'S SIGNATURE PAGE
STATE OF ILLINOIS))SS
COUNTY OF COOK)
- 100L ask	
Condon in in Association	, am the President of the Board of Managers of Sterling an Illinois not-for-profit corporation and condominium established
by the aforesaid Declaration	n, and by my signature below do hereby execute the foregoing
amendment to the Declaratio	on pursuant to Section 17 of the Illinois Condominium Property Act.
EXECUTED this	day of JAN, 2016.
	hea.
	BY: Dan
	Plesident
	46
	BY: By: By: President

1612316001 Page: 11 of 12

UNOFFICIAL COP'

STATE OF ILLINOIS)	
) SS	
COUNTY OF COOK)	

JOY OF C

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Managers of the Sterling Condominium Association established by the aforesaid Declaration of Condominium Ownership. By our signatures below, we hereby approve of and consent to this Amendment to the Declaration pursuant to Section 27(b)(1) of the Illinois Condominium Property Act. In witness, whereof we have cast our votes and signed this document in favor of this Americann at a duly called meeting of the Board of Managers of Sterling Condominium Association held on Jan. 11th 2016.

Secreta

Treasurer

Director

Director

Director

BOARD OF MANAGERS OF STERLING CONDOMINIUM ASSOCIATE

ATTEST: X

Subscribed And Sworn to before me

Notary Public

this I day of JANSARY , 2016

OFFICIAL SEAL **ANTHONY J ADAMO** ry Public - State of Illinois

CSTE002:00100\2610605.1

1612316001 Page: 12 of 12

UNOFFICIAL COPY

AFFIDAVIT OF SECRETARY

STATE OF ILLINOIS)) SS
COUNTY OF COOK)
I, Jill Lorescon, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of Sterling Condominium Association and as such Secretary and keeper of the books and records of said condominium I further state that the foregoing amendment was approved by at least two-thirds (2/3) of the members of the Board of Managers of said condominium, at a meeting of the Board of Managers duly noticed and convened and held for that purp se on Joa. 11th, 2016 at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect, and the acopy of the foregoing Amendment either was delivered personally to each unit owner at the Association or was sent by [regular/certified mail, postage prepaid], to each unit owner in the Association at the address of the unit or such other address as the owner has provided to the Board of Managers for purposes of mailing notices. I further state the unit owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amendment to the Declaration. Secretary of the Sterling
Secretary of the Sterling
Condominium Association
Subscribed And Sworn to before me this 11 day of TATURAY, 2016 ANTHON J ADAMO Notary Public - State of Illinois My Commission Expires Mey 19, 2019 Notary Public
riotary r utilic